E. R. Carpenter Company, Inc. *and* Chauffeurs, Teamsters and Helpers Local Union No. 364, a/w International Brotherhood of Teamsters, AFL–CIO.[1] Cases 25–CA–20660 and 25–CA–20693

March 27, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT AND RAUDABAUGH

On August 30, 1991, Administrative Law Judge Harold Bernard Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings,[2] findings,[3] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, E. R. Carpenter Company, Inc., Elkhart, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Union's name has been changed to reflect its new official designation.

[2] The Respondent has alleged that the judge's conduct of the hearing and decision were biased. We have carefully examined the record and the judge's decision and find no evidence of bias or prejudice towards the Respondent during the hearing or in the decision.

[3] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We agree with the judge's finding that the Respondent failed to rebut the General Counsel's prima facie case of discrimination against employees Robert Ragland and Thomas Martin, i.e., the General Counsel's evidence that animus was a motivating factor in the disciplinary warnings issued to them. In this regard, we emphasize that the Respondent's failure to discipline the third employee who worked on the repairs over which Ragland and Martin were disciplined—and who happened to be the only one of the three who was not known to the Respondent to be a vocal union supporter—undercuts the Respondent's attempt to rebut the discrimination charge.

In addition, the judge described an incident in which another employee's faulty work caused equipment damage more costly than that over which Martin and Ragland were disciplined, yet the Respondent gave that employee a milder warning. The contrast between the Respondent's less severe treatment of that individual and its written ''final'' warnings to Martin and Ragland is even more stark in light of the timing of the two incidents. The Respondent disciplined Martin and Ragland on May 3, 1990. The Respondent gave the other employee—whose error had cost the Company twice as much money—a ''mere verbal warning'' on May 8, 1990.

John Petrison, Esq., for the General Counsel.
Richard B. Slosberg, Esq., of Portland, Maine, for the Respondent.

DECISION

STATEMENT OF THE CASE

HAROLD BERNARD JR., Administrative Law Judge. I heard this case in Elkhart, Indiana, on February 6, 7, and 8, 1991, following charges filed in May and June 1990 and a consolidated complaint issued on July 31, 1990, alleging Respondent threatened employees with plant closure and job loss, interrogated employees concerning their support for the Union, and discriminated against employees Thomas Martin and Robert Ragland by issuing unwarranted written warnings to them because of employee activities in support of the Union, thereby violating Section 8(a)(1) and (3) of the Act.

Based on the entire record, including briefs filed by the parties and my observation of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent is a Virginia corporation engaged in the production and sale of polystyrene foam and foam products at its plant in Elkhart, Indiana, where it annually purchases and receives materials valued in excess of $50,000 directly from sources outside Indiana, and from which it annually sells and ships products valued in excess of $50,000 directly to customers outside Indiana. As admitted, Respondent is an employer engaged in commerce within the meaning of the Act, and the Union is a labor organization as therein defined.

II. THE UNFAIR LABOR PRACTICES

Some time in late March 1990 Thomas Martin, a maintenance mechanic who later received a final written warning which is one of the matters at issue here and is discussed below, and another Respondent employee were invited to the Union's hall for a meeting. Martin signed a union card dated March 28, 1990, and secured numerous other cards, which he passed out at the plant the next day and for about 30 ensuing days throughout the plant during breaks and employee lunch periods, some 10 to 15 being signed and returned to him.

A. *Threats and Interrogation*

Rick Roberts, maintenance group leadman on the second shift over three employees, Bob Somhill, Jim Hicks, and Bob Morris, an apprentice, was paid less than Somhill and Hicks, had no authority to discipline, hire, terminate, authorize employee time off, or overtime, or to assign work, and Respondent does not contend Roberts is a supervisor. Roberts spends his time working in machine repair with the other mechanics. I find that Roberts is not a supervisor defined by the Act. Roberts testified that the Respondent's maintenance supervisor Robert Lievore, an admitted supervisor as defined by the Act almost daily talked to Roberts about the Union. In the first conversation Lievore told Roberts in March or April 1990 in the maintenance shop that, ''if the union got

in here that we would all be out of jobs.'' About 2 weeks later in the office with Roberts and his entire crew present, Roberts recalled that Lievore repeated the statement that, ''if the union got in there we'd all be out of jobs.'' Roberts told Lievore it was illegal to say that, Roberts testifying he had gotten tired of hearing it around the shop. Lievore then responded that Roberts was probably right, that, ''they would just change the product line and turn us into a warehouse. We'd still be out of a job.'' Roberts further testified that on April 1 Lievore told him that Day-Shift Plant Manager Cliff Hawhee was very upset about the handbills distributed at the plant referring to an employee being reviewed by the plant manager concerning his work performance.

Roberts also testified that at the end of April or first of May 1990 Second-Shift Superintendent Gary Ryman approached him at the Elkhart curtain wrapper machine while Roberts and his partner team member Jim Hicks were repairing it and that the topic of the Union came up, and they discussed whether it would be good for the Company, Roberts saying he didn't think it could influence the Company enough. By Roberts' account, Ryman said, ''if the Union got in that we would probably all lose our jobs and that really it didn't make any difference to him, he had a job interview and might not be there by June, anyway.'' On cross-examination counsel for Respondent elicited from Roberts that during this same conversation, which became heated at times. Ryman questioned Roberts about his position with (as to) the Union, was he involved with it, saying, ''He said he heard some things about me and he wanted to know from me, had I signed a union card? I told him no.''

Respondent witnesses were uniformly fed leading questions by counsel for Respondent, questions which, in addition to such infirmity, called for purely conclusionary opinions in many instances, and which further were defective given that in many instances the single interrogatory being posed contained multiple parts, so it was therefore impossible to discern to which part of the question the Respondent witness was offering a reply.[1] Even so, witness Lievore admitted he had conversations about unions with Roberts, admitted he did say something to Roberts about plant closure if employees voted in favor of the Union, admitted he told Roberts and his crew that there was a Carpenters plant in California under a union contract for a year, then ''they'' dissolved ''it,'' admitted he talked about ''scenarios'' if the Union did come in and if the Company proceeded to show a profit or loss, and ''possibilities.'' Lievore didn't recall any other conversations with Roberts and wasn't asked about the Hawhee being upset statement, nor did he deny the statement concerning Respondent turning the operation into a warehouse. Ryman, also led continually, merely denied ''threatening'' employees' discharge if they voted in favor of the Union, said he had no conversation with Roberts where he talked about having a job or interview or didn't care, or a ''conversation'' regarding plant closure. He did not deny Robert's specific account of the conversation, thus leaving it untouched, and the portions of pieces in Robert's testimony alluded to all arose in Respondent counsel's leading questions rather than facts brought out by the witness.

Given the foregoing, I find that counsel for General Counsel has established by a preponderance in the credible testimony that Respondent, through its admitted Supervisors Lievore and Ryman, threatened employees with job loss and plant closure if employees supported the Union and the Union came in, and that Respondent coercively interrogated employee Roberts in the context of a threatened job loss should the Union ''come in'' concerning Roberts' position as to the Union, and whether Roberts had signed a union card, thereby committing violations of Section 8(a)(1) of the Act. Roberts was not an open and active union supporter and in the context described, his interrogation by Respondent reasonably tended to restrain, coerce, or interfere with rights guaranteed by the Act. *Columbia Textile Services*, 293 NLRB 1034 fn. 3 (1989).

B. *The Unlawful Final Warnings of Martin and Ragland*

1. Union activity and company knowledge

Robert Ragland, also a class A mechanic like Martin, signed a union card given him by Martin on March 28, 1990, and returned it to him. Ragland also talked to plant employees on behalf of the Union in the plant breakroom during both breaks and employee lunchtimes. On April 27, 1990, Ragland passed out union literature at the plant gate from around 3:34 to after 4 p.m. with Martin and other employees, Kevin Miller and Jeff Benz, whose performance review by Hawhee had been the subject of a pamphlet that Lievore told Roberts the plant manager was very upset about.

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[1] Two questions posed to Respondent witness Ryman are fairly representative of similar other leading, multiple part questions by Respondent counsel. By Respondent counsel:

> Q. The question is did you ask them during these conversations are you a Union supporter or are you engaged in Union activities or do you support the Union or do you sympathize with the Union. Did you ever ask *them* that kind of question? Any employee?
>
> A. No sir, I did not.
>
> Q. (By Respondent counsel): Did you ever ask any employee how other employee [sic] felt about the Union or whether they were supporting it, or members of the Union [sic], or sympathizers with the Union, or if they wanted the Union to represent them, or anything like that? Did you ever ask any employee about how other employees felt?
>
> A. No sir, I did not. [Tr. 350.]

Additionally, counsel asked questions such as whether the Respondent witness ever ''threatened'' any employee, which called for a conclusion on an issue before me to decide and not before the witness to decide, who was supposed to be questioned about facts within his knowledge but was not in such frequent instances. Moreover, counsel examined Respondent witnesses, as to conduct not described by General Counsel witnesses and left untouched damaging testimony. As a result of the foregoing, the credible testimony of witnesses for the General Counsel was left wholly intact. Counsel for Respondent, however, urged on brief that opposing witnesses should not be credited nonetheless because they seemed to recall only incriminating events and not other surrounding routine circumstances. Given the time between the events at issue in March through May 1990 and this hearing in February 1991 it is normal that employees would recall coercive and threatening conduct by Respondent officials which reasonably made a lasting impression in their minds and not necessarily recall innocuous routine matters going on around the plant daily into which counsel for Respondent spent valuable time inquiring to the point where it appeared he was merely casting about to uncover a possible basis for questioning the witnesses' credibility. I find no merit in counsel's argument.

Thomas Martin, in addition to his contact with the Union at the hall and distributing and securing numerous signed union cards as described above, wore shirts emblazoned with the Union's name at the plant during working hours, wore a jacket with the Teamsters emblem on it, carried a union identified bag, and engaged in handbilling at the plant gate and inside the plant between March 28 and April 25, 1990.

Martin corroborates Ragland as to the April 27 handbilling described above, and recalls that during the course of handbilling Respondent's personnel manager Harry Tallman walked out to the guardhouse at the south gate where the employees were handbilling and then back. Tallman was not questioned by Respondent counsel as to his knowledge of Martin and Ragland's handbilling on April 27, and Respondent concedes that Martin and Ragland were supporters of the Union, that the union activity of the two men began in March 1990 and continued thereafter, that much of their union activity occurred in the plant and was open and well known, and that their open activity in support of the Union was known to the Company for more than a month before they were disciplined on May 3, 1990. (R. Br. 20.)

2. Animus

It is established above that Respondent threatened employees with plant closure and job loss if they supported the Union or the Union got in, and that Respondent coercively interrogated employee Roberts, conclusions which unquestionably demonstrate Respondent animus toward the Union and employee support for the Union. In addition, Martin testified without denial by Respondent, that prior to May 5, 1990, Nelson Smith, Respondent's second-shift supervisor, an admitted supervisor within the meaning of Section 2(13) of the Act, approached Martin in the crane area with a handbill in his grasp and said, who has been passing out this union garbage or do you know who has been passing out this union garbage in here? Martin described Smith as getting heated up, saying how bad the Union was and questioning what the Union had ever done for the poor man, answering himself by saying nothing, and going on in a similar vein. Martin lightly touched or brushed Smith away with his hand, telling him not to bring him that ''stuff'' and the incident ended. That day or the next plant engineer John Gulas and Personnel Manager Harry Tallman told Martin he could be terminated for ''pushing'' Smith. Martin denied to them he had pushed Smith—who was not present at this meeting—angrily or aggressively, but had just touched him in an habitual manner used by Martin along with a request he be left alone. Respondent did not put Smith on the stand and neither Gulas nor Tallman testified as to this matter. I find that Smith's conduct heatedly demanding to know from Martin who had passed out the union handbill constitutes unlawful coercive interrogation into employee union activities, and further manifests through the conduct of Smith and the star-chamber-like trial by Gules and Tallman finding Martin the guilty party without weighing Martin's version of the incident as further evidence of Respondent animus toward a union activist employee.

3. The alleged cause for the warnings

On April 25, 1990, mechanics Martin, Ragland, and George Coleman worked to repair the slitter line, Ragland replacing a sprocket on the machinery's south end, while Martin did so at the north end, and Coleman assisted. At the conclusion of their work Ragland believed the sprocket he worked on was not quite in line with the other sprocket as determined by viewing the chain connecting the two, and he asked Martin for his thoughts. Martin said it looked okay and to button it up. Coleman also checked the work and concurred. The three waited for a line supervisor to look things over before signing off on the repair work as was the practice, observed the machine working satisfactorily for a length of time, and then left to do other work. The next shift found the slitter machinery which the three mechanics had worked on had jammed up after operation for a short time, the rollers and shaft askew, and the shaft requiring replacement entailing about an hour or so lost production time for its repair.

There was abundant, sometimes conflicting—but not altogether so—testimony from witnesses offered by both sides. A careful sifting of this testimony reveals sufficient credible testimony by witnesses from both sides to form an amalgam of evidence revealing the following:

The slitter machine was a chronically malfunctioning piece of machinery which frequently had to be repaired—Martin testifying he had to repair it some 200 times. It was subject to operator error caused shutdown as well as—in this case—incorrect repair by mechanics. It was not necessarily apparent to any onlooker, including the mechanics that when the three repaired the machine it was malfunctioning during the testing period because the noise from its normal operation would mask any noise from the malfunctioning determined to have occurred in this case. A close reading of the record makes it apparent that Respondent conducted a rather intense investigation into the reason for this particular malfunctioning of the habitually below par slitter machine, having supervisors and the plant engineer and manager view the equipment and gathering many statements concerning what could have happened yet relying almost entirely on third party opinions rather than on an immediate inquiry from all three machinists assigned to do the work (other than Martin who was seen the day following the repair). The length and intensity of the inquiry into the matter might at first blush be understandable due to the $800 cost of replacing the shaft and the hour or so downtime, but Respondent's handling of the entire matter seems adversarial towards Martin and Ragland because of their union activities. Thus, although not without some reservations based on why Respondent's long line of plant witnesses could not more clearly tie in the alleged faulty repair work with the machine's shutdown, I am inclined to credit Supervisor Lievore and Plant Engineer Gulas that Ragland admitted to them during his performance review on April 30, 1990, ''full'' responsibility for his sprocket installation work causing the breakdown in the slitter line, as well as their own testimony describing how such was probably the case. Had matters ended at that point with a written warning proposed against Ragland—who alone worked on the shutdown-causing sprocket—by Lievore and Gulas, in the form they originally conceived, the issue would have been closer because their prepared warning was not a final warning providing for discharge for a later infraction. Instead, on Ragland's admission the two decided to go ahead with warnings against both Ragland and Martin, but not Coleman—even though it was Ragland alone who had worked on the suspect sprocket—and, to take up the warning notices with Respondent's per-

sonnel manager Harry Tallman, who is not shown to have ordinarily taken part in preparing such warnings, and his involvement and decision to have the preparation of much sterner ''final'' warnings against Ragland and Martin is therefore at the least suspicious. *Kinder-Care Learning Centers*, 299 NLRB 1171 (1990). Following Tallman's entry into the matter the warnings became final warnings referring to ''gross negligence'' given to Martin and Ragland May 3, 1990, unprecedently for work-related warnings at Respondent's plant some 8 days after the April 25 repair work and dated when prepared as April 30, only 3 days following Ragland's and Martin's handbilling at the plant in Tallman's presence, which evidences suspicious timing. *Kinder-Care Learning Centers*, supra.

I find it revealing especially that although Respondent admittedly maintained a progressive disciplinary procedure ordinarily providing for four warning stages before discharge, that Martin and Ragland, both of whom had not been given any prior such warnings, were given final warnings based on the single occurrence described above. Respondent offered no probative evidence to establish the bona fides in meting out discipline against Ragland and Martin, prounion activists, but not against George Coleman, the third mechanic assigned to repair the slitter machine with them, and who concurred in their judgement to button up the job, and who was not shown to be a prounion employee having merely testified that Martin had given him a union card and no more. There is no reason given by Respondent why it failed to verify or even check with Martin during its assiduously conducted otherwise in-depth investigation as to the truth of Ragland's account that Martin said it looked okay to him and to button it up. There seemed to be a determination to lay the blame on Martin that exceeded any reasonable basis for doing so. Martin worked on the slitter machine in the past, but both he and Ragland were class A mechanics alike in skills required for that category, and Martin was neither a ''supervisor'' nor leadman generally while working, or on the slitter job albeit that Ragland was ''helping'' on the assignment. Although Respondent witnesses made much of Martin's alleged, but factually unsupported past problems allegedly reported by a later shift mechanic, these reports, largely disputed, had never led to any warnings or disciplinary action and the accounts therefore arouse suspicion rendered so late in the situation at hand. Moreover, Ragland, it is undenied, and admitted, alone repaired the south end sprocket which caused the misalignment and breakdown, and told Respondent that he alone caused the problem and was solely responsible. Thus, there was no reason, assuming a fair investigation was underway that is, to assess blame equally on Martin as was assessed on Ragland, without determining from Martin what role he actually played in the concluding part of the repair work. Except that there was a desire by Respondent to pin blame on both union activists although the third mechanic, who concurred specifically in the decision to button up the job after checking Ragland's work and who was not an open supporter of the Union escaped any discipline whatever. Such disparate treatment under the circumstances is indicative of a discriminatory motive behind Respondent's conduct. *Aratex Services*, 300 NLRB 115 (1990), and *P.B. & S. Chemical Co*., 300 NLRB 764 (1990). I further note that Maintenance Supervisor Robert Lievore testified himself that when employee Larry Moody's work caused an accident incurring over $1600 in expenses he gave him a mere verbal warning as compared to the harshness in the final warnings given to Martin and Ragland involving machinery shaft replacement costing considerably less.

Based on the foregoing review of their union activities, Respondent's knowledge thereof and demonstrated animus toward union activities of its employees, the timing of its actions against them, and its clearly demonstrated discriminatory intent arising from the absence of good cause for the harsh discipline, I find a prima facie case established that Respondent issued Martin and Ragland the final warnings because of their union activities. Respondent presented no evidence tending to show that it would have disciplined them in such manner as described here, even aside from their having engaged in activities in support of the Union. Having failed to carry its burden in such regard following the established prima facie case, I find Respondent violated Section 8(a)(1) and (3) of the Act by issuing final warnings to Martin and Ragland. *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *Transportation Management Corp*., 462 U.S. 393 (1983).

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By threatening employees with plant closure and loss of their jobs if employees supported the Union and the Union came in, Respondent coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act and thereby violated Section 8(a)(1) of the Act.

4. By coercively interrogating employees concerning their activities on behalf of the Union, Respondent further coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act and thereby further violated Section 8(a)(1) of the Act.

5. By issuing final warnings to employees Thomas Martin and Robert Ragland, Respondent discriminated against them because of their activities in support of the Union thereby violating Section 8(a)(3) and (1) of the Act.

6. These acts have a close, intimate, and substantial effect on the free flow of commerce within the meaning of Section 2(7) of the Act.

THE REMEDY

It will be recommended that Respondent be ordered to expunge from the personnel files and records of Martin and Ragland the final warnings issued to them on May 3, 1990, and any reference to these warnings therein and to notify each of them in writing when this as been done and that the warnings will not be held against them for any reason in the future. It will further be recommended that Respondent be ordered to make Martin and Ragland whole for any loss of earnings and other benefits they may have incurred as the result of the unlawful discrimination against them, plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). This is expressly directed to provide Martin and Ragland with recovery of losses due to, inter alia, loss of overtime, more harsh a discipline under Respondent's pro-

gressive warning system than would have heen imposed against either of them but for the presence in their records of the unlawful warnings, and any other promotional, bidding, transfer, or other employment rights generally accorded by Respondent to its employees which were adversely affected, denied, impaired, reduced, or delayed their detriment as a consequence of said warnings.

On these findings of fact and onclusions of law on the entire record, I issue the following recommended[2]

ORDER

The Respondent, E. R. Carpenter Company, Inc., Elkhart, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating employees about their union activities and support for the Union including whether any employee signed a union card or seeking the identity of any employe who passed out pamphlets in the plant during the union organizational campaign.

(b) Threatening employees with plant closure and job loss if they supported the Union and the Union came in.

(c) Issuing final warnings to employees because of their activities in support of the Union.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole employee Thomas Martin and Robert Ragland for any losses they have incurred as a result of the discrimination against them plus interest as set forth in the remedy section of the decision.

(b) Expunge from the files of Martin and Ragland any reference to the unlawful warninys against them and notify them in writiny that this has been done and that such warnings will not be used against them in any future personnel matter.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facility in Elkhart, Indiana, copies of the attached notice marked ''Appendix.''[3] Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

> To organize
>
> To form, join, or assist any union
>
> To bargain collectively through representatives of their own choice
>
> To act together for other mutual aid or protection
>
> To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten employees with plant closure and job loss for supporting Chauffeurs, Teamsters and Helpers Local Union No. 364, a/w International Brotherhood of Teamsters, AFL–CIO or if the Union gets in.

WE WILL NOT coercively interrogate mployees about their activities on behalf of the Union, or whether they signed a union card or seek the identity of any employee who passes out handbills in the plant during a union organizational campaign.

WE WILL NOT discriminate against Thomas Martin and Robert Ragland or any other employee by issuing them a final written warning because of their activities on behalf of the Union, and we will expunge from the personnel files of Thamos Martin and Robert Ragland any reference to the warnings issued against them on May 3, 1990, and inform them when this has been done and that such warnings will not be used against them in the future and, we will make them whole for any loss of employment benefits they incurred as a result of such warnings plus interest.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

E. R. CARPENTER COMPANY, INC.

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[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''